



STATEMENT OF PROCESSING WITH OUR CUSTOMERS.

BACKGROUND

The UK GDPR is the UK General Data Protection Regulation. (referred to as “**UK GDPR**” in this document. It is a UK law which came into effect on 01 January 2021. It sets out the key principles, rights and obligations for most processing of personal data in the UK.

UK GDPR is based on the EU GDPR (General Data Protection Regulation (EU) 2016/679) which came into effect on 25 May 2018 and applied in the UK until 1 January 2021. EU GDPR was amended on 1 January 2021 by regulations under the European Union (Withdrawal) Act 2018, to reflect the UK’s status outside the EU, it sits alongside and supplements the UK

As a supplier of people-based services, companies in the Twenty20 Capital Bidco Limited group act as data controllers for a wide range of personal data as part of the provision of our services, and in receiving such data, our customers are data processors.

In some circumstances, we may also be a data processor for some personal data provided by our customers to us.

In order for Twenty20 group companies to efficiently continue to deliver services to our customers whilst taking into account the obligations under UK GDPR, it is necessary for us to incorporate a single, consistent, Statement of Processing into our arrangements with our customers, which reflects the manner in which our data may be processed by our customers (and the manner in which we agree to process personal data for which our customers are the data controller).

This Statement of Processing applies to the following companies in the Twenty20 Capital Bidco Limited group of companies (and a reference to “**we**”, “**us**”, “**our**”, “**Supplier**”, “**Agency**” or “**Twenty20**” shall mean the specific company which is delivering services (including any trading or brand name of that underlying legal entity):

The UK Recruitment Co. Limited trading as The Recruitment Co., Staffgroup International Limited, Earthstaff Limited, Staffgroup Limited, Staffgroup GmbH, Staffgroup Engineering GmbH and Staffgroup SAS.

“**You**”, “**your**”, “**yours**”, and “**Customer**” means the customer to whom we are delivering services, including any customers within the customer’s group.

This Statement of Processing applies to personal data which meets the requirements of applicable Data Protection Legislation (as defined below) which is processed in connection with a Contract (as defined below).

1. APPLICABILITY

- 1.1. This Statement of Processing applies in the following circumstances:
 - 1.1.1. where we provide services to you or one of your Affiliates;
 - 1.1.2. where we have agreed to undertake any form of data sharing with you or one of your Affiliates;



(and when we refer to the “**Contract**” in this Statement of Processing, we mean the arrangement between us whereby we deliver our services to you in one of the circumstances listed above).

2. COMMENCEMENT AND CONSIDERATION

In consideration of the continued supply of services by us in compliance with UK GDPR (or, in the alternative, in consideration of the sum of £1, receipt of which is duly acknowledged), this Statement of Processing takes effect from 25 May 2018.

This Statement of Processing supersedes any other statements or provisions or contracts or addenda or similar of the Customer which are purported to apply to the Supplier (or in the alternative this Statement of Processing has the effect of terminating and replacing such statements, provisions, addenda or similar).

3. DEFINITIONS AND INTERPRETATION

“Affiliate(s)”

in relation to a body corporate, any subsidiary or holding company of such body corporate, and any subsidiary of any such holding company for the time being.

“Agreed Purpose”

means the provision of personal data from the Supplier to the Customer in order for the Customer to receive the services under the Contract, and where necessary the provision by the Customer of personal data to the Supplier in order for the Supplier to deliver its services under the Contract.

“Contract”

has the meaning given in clause 1.1 above.

“controller”, “data controller”, “processor”, “data processor”, “data subject”, “personal data”, “processing”, “sub-processor” and “appropriate technical and organisational measures”

each have the meanings set out in applicable Data Protection Legislation in force at the time.

“Customer’s System”

means any IT or web system or computer program or other digital, virtual, or electronic system or service or portal owned or used by the Customer (including where the Customer uses a third party or Managed Services Agent to provide and/or facilitate the same) and into which the Supplier or its sub-processors are required to place Personal Data (or allow Personal Data to be placed), including without limitation any timesheet system, assignment or services tracking system or billing system.



“Twenty20 Personal Data”

means personal data for which the Supplier is the data controller, and which the Supplier provides to the Customer in order for the Customer to receive the services under the Contract.

“Customer Personal Data”

means personal data for which the Customer is the data controller, and which the Customer provides to the Supplier in order for the Supplier to perform the services under the Contract.

“Data Protection Legislation”

means the **UK General Data Protection Regulation** which came into effect on 1 January 2021 including any national implementing laws, regulations and secondary legislation from such time as it or they may take effect (and as may be amended from time to time).

“Managed Services Agent”

means any company or agency or similar appointed by the Customer in order to manage the receipt of the services under the Contract on the Customer's behalf (and including without limitation any neutral or master vendor, managing agent, or managed services company or other intermediary).

“Permitted Recipients”

mean the parties to the Contract, the employees of each party, any third parties engaged to perform obligations in connection with the Contract (including the auditors of either party) or this Statement of Processing, the professional advisers or representatives or agents (e.g. managed services providers) of each party to the extent that they are required to process the personal data in connection (respectively) the receipt or performance of the services under the Contract.

“Worker” or “Workers”

means any individual used or supplied by the Supplier in order to perform the services under the Contract, including temporary workers (who are under the supervision and control of the Customer) provided by the Supplier when acting as an employment business.

- 3.1. Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 3.2. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 3.3. Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.



- 3.4. Headings shall be for information only, and shall not be used in order to interpret this Statement of Processing.
- 3.5. Where the context requires, a reference to legislation, statute, regulation, directive, code which has statutory or legal force (or equivalent) of one country shall be deemed to be a reference to the nearest equivalent legislation, statute, regulation, directive, code which has statutory or legal force (or equivalent) of the country in which the Contract is performed.
- 3.6. A reference to any legislation, statute, regulation, directive, code which has statutory or legal force (or equivalent) is to that legislation, statute, regulation, directive, code which has statutory or legal force (or equivalent) as it may be amended or updated from time to time.

4. PROCESSING

- 4.1. Each party shall:
 - 4.1.1. ensure that it has all necessary notices and consents in place to enable lawful transfer of its Personal Data to the Permitted Recipients for the Agreed Purposes;
 - 4.1.2. in respect of Personal Data for which it is the data controller, give full information to any data subject whose personal data may be processed under the Contract of the nature of such processing. This includes giving notice that, on the termination of the Contract, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
 - 4.1.3. process the other's Personal Data only for the Agreed Purposes;
 - 4.1.4. not disclose or allow access to the other's Personal Data to anyone other than the Permitted Recipients;
 - 4.1.5. ensure that all Permitted Recipients are subject to written contractual obligations concerning the other's Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this Statement of Processing; .
 - 4.1.6. not transfer any Personal Data for which it is not the data controller outside the EEA unless the transferor:
 - 4.1.6.1. complies with the provisions of Article 26 of the GDPR (in the event the third party is a joint controller); and
 - 4.1.6.2. ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 GDPR; (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.
- 4.2. Each party shall, to the extent that it is in control of the relevant environment, maintain and shall continue to maintain appropriate technical and organisational security measures to protect Personal Data against accidental or unlawful destruction or accidental loss, damage, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission or communication of data over a network.



5. MUTUAL ASSISTANCE

- 5.1. Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:
 - 5.1.1. in respect of Personal Data for which it is the data controller, provide to the other upon request copies of any notices given to data subjects in relation to Personal Data it supplies;
 - 5.1.2. promptly inform the other party about the receipt of any data subject access request in respect of Personal Data shared in connection with the Contract;
 - 5.1.3. provide the other party with reasonable assistance in complying with any data subject access request under clause 5.1.2 above;
 - 5.1.4. in respect of Personal Data for which it is the data processor, not disclose or release any Personal Data in response to a data subject access request without first notifying the data controller wherever reasonably practicable;
 - 5.1.5. in respect of Personal Data for which it is the data processor, assist the data controller in responding to any request from a data subject;
 - 5.1.6. provide the data controller with such support as is reasonably required in respect of the Data Protection Legislation's obligations in connection with security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 5.1.7. notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation which affects Personal Data for which the other party is the data controller;
 - 5.1.8. at the written direction of the data controller, delete Personal Data of the data controller except to the extent required by law to store the Personal Data, or, where deletion is not feasible or possible, ensure that such Personal Data are made inaccessible (for example in an archived data location where it is not able to be processed);
 - 5.1.9. at the written direction of the data controller, provide Personal Data in an easily readable form in connection with any request by a data subject to port his/her Personal Data, to the extent required and so far as is possible under the Data Protection Legislation;
 - 5.1.10. provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the procedures to be followed in the event of a data security breach, and dealing with subject access requests or the exercise of other rights by a data subject.

6. APPOINTING SUB-PROCESSORS

- 6.1. Where it is the data processor, a party shall be permitted to appoint one or more sub-processors and to disclose Personal Data to such sub-processors for processing in connection with the Contract and in accordance with this Statement of Processing provided always that:
 - 6.1.1. the data processor provides the with details of the sub-processor upon request; and



- 6.1.2. the data processor undertakes appropriate due diligence on each sub-processor to the extent required by Data Protection Legislation; and
- 6.1.3. the data processor shall remain primarily liable to the data controller for the processing undertaken by its sub-processors;
- 6.2. The data processor shall use reasonable endeavours to apply the terms of this Statement of Processing (or terms no less onerous) to the processing of the Personal Data by the sub-processor.

7. OBLIGATIONS SPECIFICALLY IN CONNECTION WITH WORKERS' PERSONAL DATA

- 7.1. The Supplier is the data controller in respect of all Personal Data belonging to its Workers which it supplies to the Customer or Managed Services Agent.
- 7.2. The Customer and its Managed Services Agent shall not be permitted to process, store, handle, transmit or otherwise use Workers' Personal Data for any purpose other than:
 - 7.2.1. the receipt or performance of the services under the Contract;
 - 7.2.2. the issuance of any security approvals or clearances or identification required under the Contract or required by applicable law; where the Contract is for the provision of temporary or permanent recruitment services, the offering or administration of any assignment or work or employment opportunity for the Workers;
 - 7.2.3. where the Contract is for the provision of cleaning, security, facilities management or technical services, in order to manage and administer attendance at the agreed locations in order to perform the services under the Contract;
 - 7.2.4. where the Contract is for the provision of healthcare services, in order to perform those services in respect of individual service users or Customer employees, and in connection with vetting or safeguarding investigation by relevant law enforcement officials, regulators, safeguarding bodies or statutory bodies (such as the CQC);
 - 7.2.5. in response to a valid and properly documented request by a Government body or authority (or upon an order of a court with appropriate jurisdiction);
 - 7.2.6. In order to comply with applicable local law (in which case the Customer shall notify the Supplier of the legitimate basis under UK GDPR upon which it relies in respect of such processing, so that the Supplier can ensure that data subjects have been properly notified);
 - 7.2.7. in connection with retail sector ethical audits (for retail Customers), or to the extent necessary in order for the Customer to audit the services and/or the charges it has paid (and only where the Contract contains such audit rights for the Customer);
 - 7.2.8. in accordance with any permitted processing specified in the Contract (provided that such permitted processing is in compliance with Data Protection Legislation and the privacy processing notice issued by the Supplier to the Workers).
- 7.3. Should the Customer wish to undertake any other processing of Workers' Personal Data ("**Customer-Specific Processing**"), the Customer must do so on the basis of



being the data controller for such processing, and must obtain consent (where necessary) or notify the data subject directly of the processing it intends to undertake (including the basis under Data Protection Legislation which it relies in order to undertake such processing). The Supplier shall not be the data controller for Customer-Specific Processing, even if the Supplier agrees to provide any processing notices or declarations or consents to Workers on behalf of the Customer in order to facilitate the Customer-Specific Processing (and in such circumstances, the Supplier acts as the data processor of the Customer).

8. USE OF MANAGED SERVICES AGENT

Where the Customer appoints a Managed Services Agent, the Managed Services Agent is deemed to be the Customer's data processor, and the Customer shall ensure compliance by the Managed Services Provider with all data provisions in this Statement of Processing to the same extent as required for the Customer itself.

9. USE OF PORTALS OR OTHER SYSTEMS, CLOUD SERVICES OR INTERNATIONAL DATA PROCESSING

9.1. The parties agree and acknowledge that the Supplier uses cloud-based services (specifically, Google for mail and documents, and Amazon Web Services for hosting of some applications and systems) and as such Personal Data provided to the Supplier may be held or transmitted or processed on servers owned or operated by the cloud-services provider which may from time to time be located outside the EEA. The Supplier has obtained confirmation from cloud-based services providers that they and their services comply with UK GDPR. Relevant terms of use and information about how each of Google and Amazon comply with UK GDPR can be found on their websites:

9.1.1. Google: <https://cloud.google.com/security/compliance/eu-data-protection/>

9.1.2. Amazon Web Services: <https://aws.amazon.com/compliance/gdpr-center/>

9.2. The Supplier's support functions (such as legal, accounting and finance, payroll, HR and senior management) may be delivered by staff employed or engaged in a different legal entity from the Twenty20 Capital Bidco1 Limited group company which is a party to the Contract. The Customer agrees that any Personal Data shared by it under the Contract may be processed by another legal entity within the Twenty20 Capital Bidco 1 Limited group in order for the Supplier to perform the Contract.

9.3. The Supplier uses shared IT systems and platforms, and this means that the Personal Data may be held or processed or stored or accessed in a country which is not the same as the country in which the Supplier itself is located. Save for Personal Data which may be held on an Amazon Web Server or via the the Google Cloud (see clause 9.1 above) or which is processed on the Supplier's behalf by a sub-processor, Personal Data within the Supplier's Group which is held on the Supplier's own systems are held in the UK.

9.4. Where the Customer or its Managed Services Agent requires the Supplier to submit any Worker Personal Data into any Customer's System, the Customer remains responsible for ensuring that the Customer's System is adequately secure and safe in accordance with Data Protection Legislation and the Customer confirms that it has taken adequate measures to assess the Customer's System as part of its due diligence when deciding to require the use of the Customer's System for the Workers' Personal Data.



- 9.5. The Customer confirms that Workers' Personal Data in the Customer's System shall only be processed in accordance with this Statement of Processing.
- 9.6. The Customer shall ensure that any Personal Data in the Customer's Systems are also included in response to any subject access request under clause 5 of this Statement of Processing.
- 9.7. Where Personal Data originating in the EEA is Processed by the data processor outside the EEA or in a territory that has not been designated by the European Commission as ensuring an adequate level of protection pursuant to Data Protection Legislation, the parties agree that the transfer will be subject to any transfer contract clauses as the supervisory authorities may from time to time define, unless the party undertaking the transfer has determined through other valid means that the transfer complies with the Data Protection Legislation.

10. INCORPORATION OF STANDARD CLAUSES

The parties agree that if the Data Protection Legislation or the relevant supervisory authority provides for data controllers and/or data processors to include mandatory standard contractual clauses in their agreements ("**Standard Clauses**"), the Standard Clauses shall be automatically incorporated into the Contract and this Statement of Processing from the date specified by applicable legislation or by the supervisory authority (as applicable), or such earlier date as the parties may agree in writing. To the extent the Standard Clauses conflict with the Contract or this Statement of Processing, the Standard Clauses shall take precedence.

11. TERMINATION OF STATEMENT OF PROCESSING

This Statement of Processing shall continue for a period of 1 year following the end of the Contract or 1 year following the last performance of the services under the Contract, whichever is the later.

12. PERSONAL DATA BREACH AND NOTIFICATION REQUIREMENTS

- 12.1. The data processor shall use all reasonable endeavours to notify the data controller no later than within 36 hours after becoming aware of security breaches requiring notification as defined under Data Protection Legislation (a "Security Breach"). Such notification shall, where data processor is in control of the relevant environment, include (i) a detailed description of the Security Breach, (ii) the type of data that was the subject of the Security Breach and (iii) the identity of each affected person (or, where not possible, the approximate number of data subjects and of Personal Data records concerned).
- 12.2. The data processor shall also advise the data controller of (i) the name and contact details of the data processor's data protection officer or other point of contact where more information can be obtained; (ii) to the extent within its knowledge, a description of the likely consequences of the Security Breach; (iii) where data processor is in control of the relevant environment, a description of the measures taken or proposed to be taken by the data processor to address the Security Breach, including, where appropriate, measures to mitigate its possible adverse effects; and additionally in such notification or thereafter (iv) as soon as such information can be collected or otherwise becomes available, any other information data controller may reasonably request relating to the Security Breach.
- 12.3. Where a data processor is in control of the relevant environment, the data processor shall take immediate action to investigate the Security Breach and to identify, prevent and make best efforts to mitigate the effects of any such Security Breach in accordance with its obligations under this clause 12.



12.4. Subject to the data controller's prior agreement, the data processor shall carry out any recovery or other action necessary to remedy the Security Breach.

12.5. The data processor shall not release or publish any filing, communication, notice, press release, or report concerning any Security Breach in respect of Personal Data without the data controller's prior written approval.

13. PRIVACY IMPACT ASSESSMENTS

Where requested to do so by the data controller, the data processor shall assist data controller to carry out a privacy impact assessment of any processing in connection with the services under the Contract, and shall work with data controller in good faith to implement agreed mitigation actions to address privacy or data issues identified as a result of the impact assessment.

14. NOTICES

14.1. Formal written notices to be given under or in connection with this Statement of Processing shall be made in writing in English and shall be deemed to have been duly given: (i) when delivered, if delivered by hand during working hours of the recipient; (ii) if transmitted by email (with no indication of transmission failure or delay, provided a delivery receipt notification is received), 6 hours after the later of the time of sending or the time shown on the delivery receipt notification; and (iii) on the 5th working day following posting, if posted by signed for (postage prepaid) mail or the equivalent in the country of posting.

14.2. The addresses for services shall be:

14.2.1. for the Customer, the Customer's registered address;

14.2.2. for the Supplier, marked for the attention of The Data Protection Manager and sent to The Recruitment Co. 33 Soho Square, London W1D 3QU.

14.3. Communications requiring formal written notices may be effected by email, provided that for the Supplier they are sent to thedpo@therecruitmentco.uk, and for the Customer they are sent to the main Customer contact used by the Supplier (unless the Customer provides another email address).

14.4. All email requests connected to Personal Data for which the Supplier is either the data controller or the data processor (whether from a data subject, a supervisory authority, government agency or otherwise) must be directed as shown here:

To: thedpo@therecruitmentco.uk

Subject line must include: Customer name, Data subject surname and the words "Data Access Request".

15. VARIATION

In order to ensure the continued performance of the services under the Contract in compliance with Data Protection Legislation, this Statement of Processing may be varied by the Supplier from time to time upon written notice.

16. SEVERABILITY

If a court of competent jurisdiction declares any provision of this Statement of Processing to be invalid, unlawful or unenforceable as drafted, the parties intend that such provision be amended and construed in a manner designed to give effect to the purposes of the provision to the fullest extent permitted by applicable law. If such provision cannot be so



amended and construed, it shall be severed, and the remaining provisions shall remain unimpaired and in full force and effect to the fullest extent permitted by applicable law.

17. GOVERNING LAW

Notwithstanding any obligations to comply with any local national Data Protection Legislation in the country where the Contract is performed, this Statement of Processing shall be governed by and construed in accordance with the laws of England and Wales, and shall be subject to the exclusive jurisdiction of the English Courts in respect of all Contracts where the Supplier is based in England.

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